

**MERCED UNION HIGH SCHOOL DISTRICT
RESPONSIBLE USE OF INTERNET AND TECHNOLOGY RESOURCES
CONTRACT FOR STUDENTS AND PARENTS**

TERMS AND CONDITIONS FOR USE

Merced Union High School District's ("District") Responsible Use of Internet and Technology Resources Contract for Students and Parents ("Contract") applies to student use of Internet and Technology Resources, including, but not limited to, computers, network, network gear, servers, Internet, cloud-based solutions, accounts, e-mail accounts passwords, ID numbers, applications, and Electronic Communication Devices, provided by the District, used on District property, and/or used off campus in connection with District activity or attendance (hereinafter collectively referred to as "Internet and Technology Resources"). All such use must be responsible, proper, and supportive of the instructional program for the advancement of student learning. Electronic Communication Devices ("ECDs") means any electronic apparatus capable of sending, receiving, reproducing, recording, storing, processing, displaying, and/or transmitting data, voice, text, and/or video/photo images. This generally includes, but is not limited to, cell phones, computers, laptops, netbooks, Chromebooks, Smartphones, tablets, Media Players, memory sticks, and other current and future similar devices.

For purposes of this Agreement, Internet and Technology Resources also includes any District sponsored online synchronous and asynchronous e-learning platforms, i.e. Google Classroom, Google Hangouts, or any software that provides the technical infrastructure on which e-learning or virtual learning activities (learning conducted via electronic media, typically on the Internet) can take place (collectively "E-Learning Platform").

The Internet offers access to computers and people across the world through, for example, e-mail, chat rooms, E-Learning Platforms and social networking sites. The protection of students is of paramount concern to the District. The District uses a Child Internet Protection Act ("CIPA") compliant filter, and school staff monitor and supervise student use of the Internet and District Technology Resources provided by the District and used on District property. However, it is impossible to control access to all material. As a result, users (and parents of users who are students) must understand that neither the District nor its staff members control or condone the content of the information available through the Internet and Technology Resources. Some of the information available through the Internet and Technology Resources is controversial and may be offensive.

Internet and Technology Resources must be used in a responsible, efficient, ethical, legal, and safe manner. The District provides each student free Internet access while on-campus and a District e-mail account for educational/instructional purposes. Each student is responsible at all times for their proper use. Use of Internet and Technology Resources must comply with all District Board Policies and Regulations and any applicable state or federal laws.

PRIVACY AND MONITORING There is no right to privacy in the use of District Internet and Technology Resources. In addition, students are hereby put on notice as to the lack of privacy afforded by electronic data storage and electronic communications in general, and must apply appropriate security to protect confidential information from unintended disclosure. Electronic data including, but not limited to, data associated with Internet use, email, text messages, and voicemail, which is transmitted through District Internet and Technology Resources may be monitored and logged. Under such conditions, the transfer of information which is intended to be confidential or personal should not be sent through or stored on Internet and Technology Resources.

- District reserves the right to monitor and access information contained on its Internet and Technology Resources under various circumstances including, but not limited to, the following:
 - Under the California Public Records Act ("CPRA"), electronic files are treated in the same way as paper files. Public documents are subject to inspection through the CPRA. In responding to a request for

information under the CPRA, District may access and provide such data without the knowledge or consent of the user.

- District will cooperate with any local, state, or federal officials investigating an alleged crime committed by any person who accesses District Internet and Technology Resources, and may release information to such officials without the knowledge or consent of the user.
- The contents of electronic communications and data accessible through District Internet and Technology Resources are subject to monitoring and may be viewed by a system administrator or designee at any time, in the course of routine maintenance, or as needed for District administrative purposes including, but not limited to, investigation of possible violations of the law, this Agreement, or other District policies or regulations, or as required by the law.
- Electronic mail systems store messages in files. These files are backed up. The contents of these files and the backed up copies are subject to disclosure as stated in the preceding paragraphs.

SAFETY For the safety of the students, we suggest that users:

- Change passwords frequently and do not give passwords to others
- Do not share account numbers, home addresses, last names, Social Security numbers, telephone numbers, or any other identifiable information, unless instructed otherwise by school personnel
- Do not share passwords or accounts
- Never arrange a face-to-face meeting with someone you “meet” on the Internet

IRRESPONSIBLE USES In order to use the Internet and Technology Resources provided by the District, used on District property, and/or used off campus in connection with District activity or attendance, users must not engage in any irresponsible uses including, but not limited to, the following:

- Any practices or activity prohibited by law, Board policy, or administrative regulations
- Accessing, posting, forwarding, texting, submitting, publishing, or displaying inappropriate matter that is threatening, obscene, libelous, slanderous, disruptive, unlawful, or sexually explicit; incites students to commit unlawful acts on school premises; or that could be construed as harassment, discrimination, or disparagement of others based on their actual or perceived sex, gender, ethnic group identification, race, national origin, religion, physical or mental disability, age, or sexual orientation
- Engaging in cyberbullying, sexting, or harassment, as explained in Board Policy 5131.2
- Engaging in use for the purpose of seeking financial or personal gain, engaging in political activity, or conducting commercial activity
- Engaging in any illegal activity in violation of state or federal laws or regulations
- Encouraging the use of drugs, alcohol, or tobacco
- Promoting unethical activities, such as cheating on assignments or tests
- Copying copyrighted material, commercial software, or files in violation of copyright laws
- Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy District equipment or materials, or manipulating the data of any other user, including so-called “hacking”
- Interfering with other users’ ability to send or receive email
- Attempting to read, delete, copy, modify, or use another individual’s identity or private information
- Using others’ passwords
- Trespassing in others’ folders, work or files
- Impersonating another person or falsifying location, identity, or computer information
- Accessing social networking sites, chat rooms, music or video, unless approved by District
- Instant Messaging, unless approved by District
- Posting personal information (yours or others) for purposes that are not academic or educational
- Use of proxies or other means of accessing filtered web sites
- Use of unauthorized software

The District reserves the right to monitor use of all Internet and Technology Resources for improper use. Electronic communications and downloaded material, including files deleted from a user’s account, may be reviewed by District officials to ensure proper use of the Internet and Technology Resources. Note that system operators will have access to all user accounts, including e-mail sent while using the District’s Internet

connections. Where legal violations have occurred, law enforcement will be notified and potential criminal charges filed.

E-LEARNING PLATFORM Use of an E-Learning Platform will be in support of and consistent with District educational goals and school purposes. The District administrator or his/her designee may regulate user activities on an E-Learning Platform consistent with the District Board Policies and Regulations and this Contract.

ECDS All ECDs and related equipment and accessories are the property of the District and may be issued to students at the sole discretion of, and for a duration determined by the District. Students must keep ECDs in good working condition and promptly notify a teacher or District official of any defect, damage, or malfunction. Students must exercise care when handling, transporting, and using the ECDs. Care of ECDs distributed by the District is the responsibility of the student and parent/guardian to which it is assigned. This includes costs associated with damages and lost or theft.

VIOLATIONS OF THIS CONTRACT The principal or designee shall make all decisions regarding whether or not a student has violated this Contract. The decision of the principal shall be final. Irresponsible use may result in cancellation of the student's user privileges, disciplinary action, and/or legal action in accordance with law and Board policy.

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STUDENT ACKNOWLEDGMENT AND PARENT/GUARDIAN CONSENT

Student's Name: _____ **I.D. #** _____

School: _____ **Class of:** _____

STUDENT ACKNOWLEDGEMENT:

By signing below, I acknowledge and understand that if I violate the District's Responsible Use of Internet and Technology Resources Contract for Students and Parents or use the Internet and Technology Resources in an irresponsible manner, my use privileges may be taken away, my parent/guardian may be notified, and I may be subject to student discipline.

Student's Signature: _____ **Date:** _____

PARENT/GUARDIAN CONSENT:

I have read the District's Responsible Use of Internet and Technology Resources Contract for Students and Parents ("Contract") and hereby agree to its provisions. I understand that the use of the Internet and Technology Resources can connect students to computers throughout the world and that it is impossible for the District to control access to all material available through the Internet and Technology Resources. When using the Internet and Technology Resources, I realize that students may read or access material that I might consider controversial or offensive.

The District has my permission to give an Internet account to my child. I understand that my child may keep this account as long as the Contract is not violated and that the principal or designee shall make all decisions regarding whether or not a student has violated this Contract.

In consideration of the above, I agree to not hold the District or any District staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or users' mistakes or negligence. I also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred.

Parent's name: _____

Parent's signature: _____ **Date:** _____